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18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20 SAN JOSE DIVISION
21

22 SILICON LABS INTEGRATION, INC., a
California corporation (formerly known
23 as Integration Associates Incorporated),

24 Plaintiff,

25 vs.

26 SHMUEL MELMAN, an individual,

27 Defendant.

28 AND RELATED COUNTERCLAIM

No. C-08-04030-RMW

STIPULATED PROTECTIVE ORDER FOR
LITIGATION INVOLVING HIGHLY
SENSITIVE CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS

(MODIFIED BY THE COURT)

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
 3 confidential, proprietary, or private information for which special protection from public
 4 disclosure and from use for any purpose other than prosecuting this litigation may be
 5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
 6 following Stipulated Protective Order. The parties acknowledge that this Order does not
 7 confer blanket protections on all disclosures or responses to discovery and that the
 8 protection it affords from public disclosure and use extends only to the limited information
 9 or items that are entitled to confidential treatment under the applicable legal principles.
 10 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
 11 Protective Order does not entitle them to file confidential information under seal; Civil Local
 12 Rule 79-5 sets forth the procedures that must be followed and the standards that will be
 13 applied when a party seeks permission from the court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
 16 information or items under this Order.

17 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
 18 generated, stored or maintained) or tangible things that qualify for protection under Federal
 19 Rule of Civil Procedure 26(c).

20 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
 21 (as well as their support staff).

22 2.4 Designated House Counsel: House Counsel who seek access to "HIGHLY
 23 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this matter.

24 2.5 Designating Party: a Party or Non-Party that designates information or items
 25 that it produces in disclosures or in response to discovery as "CONFIDENTIAL" or
 26 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

27 2.6 Disclosure or Discovery Material: all items or information, regardless of the
 28 medium or manner in which it is generated, stored, or maintained (including, among other

1 things, testimony, transcripts, and tangible things), that are produced or generated in
2 disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this action, (2) is not a past or current employee of a
6 Party or of a Party's competitor, and (3) at the time of retention, is not anticipated to
7 become an employee of a Party or of a Party's competitor.

8 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
9 Items : extremely sensitive "Confidential Information or Items," disclosure of which to
10 another Party or Non-Party would create a substantial risk of serious harm that could not
11 be avoided by less restrictive means.

12 2.9 House Counsel: attorneys who are employees of a party to this action.
13 House Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association, or other
15 legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
17 this action but are retained to represent or advise a party to this action and have appeared
18 in this action on behalf of that party. Outside Counsel of Record includes the two Israeli
19 law firms that are involved in a lawsuit pending in Israel (District Court of Israel-Central
20 District, Civil File No. 3989-09-08), namely, Caspi & Co., counsel for Shmuel Melman; and
21 Meitar Liquornik Geva & Leshem Brandwein & Co., counsel for Silicon Labs Integration,
22 Inc; DLA Piper, former counsel for Silicon Labs Integration, Inc.; and Manatt, Phelps &
23 Phillips, former counsel for Shmuel Melmen. Each person that is given access to
24 documents designated "Highly Confidential – Attorneys' Eyes Only" must sign the
25 "Acknowledgment and Agreement to Be Bound" which is attached as Exhibit A to this
26 Stipulated Protective Order prior to reviewing any of the documents.

27 2.12 Party: any party to this action, including all of its officers, directors,
28 employees, consultants, retained experts, and Outside Counsel of Record (and their

1 support staffs).

2 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
3 Material in this action.

4 2.14 Professional Vendors: persons or entities that provide litigation support
5 services (e.g., photocopying, videotaping, translating, preparing exhibits or
6 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
7 their employees and subcontractors.

8 2.15 Protected Material: any Disclosure or Discovery Material that is designated
9 as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
11 a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only Protected
14 Material (as defined above), but also (1) any information copied or extracted from
15 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
16 Material; and (3) any testimony, conversations, or presentations by Parties or their
17 Counsel that might reveal Protected Material. However, the protections conferred by this
18 Stipulation and Order do not cover the following information: (a) any information that is in
19 the public domain at the time of disclosure to a Receiving Party or becomes part of the
20 public domain after its disclosure to a Receiving Party as a result of publication not
21 involving a violation of this Order, including becoming part of the public record through trial
22 or otherwise; and (b) any information known to the Receiving Party prior to the disclosure
23 or obtained by the Receiving Party after the disclosure from a source who obtained the
24 information lawfully and under no obligation of confidentiality to the Designating Party. Any
25 use of Protected Material at trial shall be governed by a separate agreement or order.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations imposed by
28 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a

1 court order otherwise directs. Final disposition shall be deemed to be the later of (1)
 2 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
 3 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
 4 trials, or reviews of this action, including the time limits for filing any motions or
 5 applications for extension of time pursuant to applicable law. **For a period of six months after the**
 6 **final disposition of this action, this court will retain jurisdiction to enforce the terms of**
 7 **this order.**

5. DESIGNATING OF PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
 8 Party or Non-Party that designates information or items for protection under this Order
 9 must take care to limit any such designation to specific material that qualifies under the
 10 appropriate standards. To the extent it is practical to do so, the Designating Party must
 11 designate for protection only those parts of material, documents, items, or oral or written
 12 communications that qualify – so that other portions of the material, documents, items, or
 13 communications for which protection is not warranted are not swept unjustifiably within the
 14 ambit of this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations that
 16 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
 17 to unnecessarily encumber or retard the case development process or to impose
 18 unnecessary expenses and burdens on other parties) expose the Designating Party to
 19 sanctions.

20 If it comes to a Designating Party's attention that information or items that it
 21 designated for protection do not qualify for protection at all or do not qualify for the level of
 22 protection initially asserted, that Designating Party must promptly notify all other parties
 23 that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations: Except as otherwise provided in this
 25 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
 26 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
 27 must be clearly so designated before the material is disclosed or produced

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
3 that the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
4 – ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a
5 portion or portions of the material on a page qualifies for protection, the Producing Party
6 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
7 the margins) and must specify, for each portion, the level of protection being asserted.

8 A Party or Non-Party that makes original documents or materials available for
9 inspection need not designate them for protection until after the inspecting Party has
10 indicated which material it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be deemed
12 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must
14 determine which documents, or portions thereof, qualify for protection under this Order.
15 Then, before producing the specified documents, the Producing Party must affix the
16 appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
17 EYES ONLY") to each page that contains Protected Material. If only a portion or portions
18 of the material on a page qualifies for protection, the Producing Party also must clearly
19 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and
20 must specify, for each portion, the level of protection being asserted.

21 (b) for testimony given in deposition or in other pretrial or trial
22 proceedings, that the Designating Party identify on the record, before the close of the
23 deposition, hearing, or other proceeding, all protected testimony and specify the level of
24 protection being asserted. When it is impractical to identify separately each portion of
25 testimony that is entitled to protection and it appears that substantial portions of the
26 testimony may qualify for protection, the Designating Party may invoke on the record
27 (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21
28 days to identify the specific portions of the testimony as to which protection is sought and

1 to specify the level of protection being asserted. Only those portions of the testimony that
2 are appropriately designated for protection within the 21 days shall be covered by the
3 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
4 specify, at the deposition or up to 21 days afterwards if that period is properly invoked,
5 that the entire transcript shall be treated as "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL – ATTORNEYS' EYES ONLY".

7 Parties shall give the other parties notice if they reasonably expect a
8 deposition, hearing or other proceeding to include Protected Material so that the other
9 parties can ensure that only authorized individuals who have signed the "Acknowledgment
10 and Agreement to Be Bound" (Exhibit A) are present at those proceedings. The use of a
11 document as an exhibit at a deposition shall not in any way affect its designation as
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

13 Transcripts containing Protected Material shall have an obvious legend on
14 the title page that the transcript contains Protected Material, and the title page shall be
15 followed by a list of all pages (including line numbers as appropriate) that have been
16 designated as Protected Material and the level of protection being asserted by the
17 Designating Party. The Designating Party shall inform the court reporter of these
18 requirements. Any transcript that is prepared before the expiration of a 21-day period for
19 designation shall be treated during that period as if it had been designated as "HIGHLY
20 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise agreed.
21 After the expiration of that period, the transcript shall be treated only as actually
22 designated.

23 (c) for information produced in some form other than documentary and for
24 any other tangible item, that the Producing Party affix in a prominent place on the exterior
25 of the container or containers in which the information or item is stored the legend
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only a
27 portion or portions of the information or item warrant protection, the Producing Party, to
28 the extent practicable, shall identify the protected portion(s) and specify the level of

1 protection being asserted.

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
3 to designate qualified information or items does not, standing alone, waive the
4 Designating Party's right to secure protection under this Order for such material. Upon
5 timely correction of a designation, the Receiving Party must make reasonable efforts to
6 assure that the material is treated in accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
9 of confidentiality at any time. Unless a prompt challenge to a Designating Party's
10 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
11 unnecessary economic burdens, or a significant disruption or delay of the litigation, a
12 Party does not waive its right to challenge a confidentiality designation by electing not to
13 mount a challenge promptly after the original designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
15 process by providing written notice of each designation it is challenging and describing the
16 basis for each challenge. To avoid ambiguity as to whether a challenge has been made,
17 the written notice must recite that the challenge to confidentiality is being made in
18 accordance with this specific paragraph of the Protective Order. The parties shall attempt
19 to resolve each challenge in good faith and must begin the process by conferring directly
20 (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days
21 of the date of service of notice. In conferring, the Challenging Party must explain the
22 basis for its belief that the confidentiality designation was not proper and must give the
23 Designating Party an opportunity to review the designated material, to reconsider the
24 circumstances, and, if no change in designation is offered, to explain the basis for the
25 chosen designation. A Challenging Party may proceed to the next stage of the challenge
26 process only if it has engaged in this meet and confer process first or establishes that the
27 Designating Party is unwilling to participate in the meet and confer process in a timely
28 manner.

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 2 intervention, the Designating Party shall file and serve a motion to retain confidentiality
 3 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within
 4 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the
 5 meet and confer process will not resolve their dispute, whichever is earlier. Each such
 6 motion must be accompanied by a competent declaration affirming that the movant has
 7 complied with the meet and confer requirements imposed in the preceding paragraph.
 8 Failure by the Designating Party to make such a motion including the required declaration
 9 within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
 10 designation for each challenged designation. In addition, the Challenging Party may file a
 11 motion challenging the confidentiality designation at any time if there is good cause for
 12 doing so, including a challenge to the designation of a deposition transcript or any
 13 portions thereof. Any motion brought pursuant to this provision must be accompanied by
 14 a competent declaration affirming that the movant has complied with the meet and confer
 15 requirements imposed by the preceding paragraph.

16 The burden of persuasion in any such challenge proceeding shall be on the
 17 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,
 18 to harass or impose unnecessary expenses and burdens on other parties) may expose
 19 the Challenging Party to sanctions. Unless the Designating Party has waived the
 20 confidentiality designation by failing to file a motion to retain confidentiality as described
 21 above, all parties shall continue to afford the material in question the level of protection to
 22 which it is entitled under the Producing Party's designation until the court rules on the
 23 challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 26 disclosed or produced by another Party or by a Non-Party in connection with this case
 27 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
 28 Material may be disclosed only to the categories of persons and under the conditions

1 described in this Order. When litigation has been terminated, a Receiving Party must
2 comply with the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
8 may disclose any information or item designated "CONFIDENTIAL" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this litigation and who have signed the "Acknowledgment and
12 Agreement to Be Bound" that is attached hereto as Exhibit A;

13 (b) the officers, directors, employees, and up to two (2) assistants
14 (including House Counsel) of the Receiving Party to whom disclosure is reasonably
15 necessary for this litigation and who have signed the "Acknowledgment and Agreement to
16 Be Bound" (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this litigation and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) The court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, and
22 Professional Vendors to whom disclosure is reasonably necessary for this litigation and
23 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (f) during their deposition, witnesses in this action to whom disclosure is
25 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be
26 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
27 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
28 Protected Material must be separately bound by the court reporter and may not be

disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) Designated House Counsel of the Receiving Party (1) who has no involvement in competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation, (3) who has signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (4) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed];

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed.

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 Procedures for Approving or Objecting to Disclose of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to Designated House

1 Counsel or Experts.

2 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the
3 Designating Party, a Party that seeks to disclose to Designated House Counsel any
4 information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
5 EYES ONLY" pursuant to paragraph 7.3(b) first must make a written request to the
6 Designating Party that (1) sets forth the full name of the Designated House Counsel and
7 the city and state of his or her residence, and (2) describes the Designated House
8 Counsel's current and reasonably foreseeable future primary job duties and responsibilities
9 in sufficient detail to determine if House Counsel is involved, or may become involved, in
10 any competitive decision-making.

11 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the
12 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
13 information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
14 EYES ONLY" pursuant to paragraph 7.3(c) first must make a written request to the
15 Designating Party that (1) identifies the general categories of "HIGHLY CONFIDENTIAL –
16 ATTORNEYS' EYES ONLY" information that the Receiving Party seeks permission to
17 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his
18 or her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies
19 the Expert's current employer(s), (5) identifies each person or entity from whom the Expert
20 has received compensation or funding for work in his or her areas of expertise or to whom
21 the expert has provided professional services, including in connection with a litigation, at
22 any time during the preceding five years, (If the Expert believes any of this information is
23 subject to a confidentiality obligation to a third-party, then the Expert should provide
24 whatever information the Expert believes can be disclosed without violating any
25 confidentiality agreements, and the Party seeking to disclose to the Expert shall be
26 available to meet and confer with the Designating Party regarding such engagement), and
27 (6) identifies (by name and number of the case, filing date, and location of court) any
28 litigation in connection with which the Expert has offered expert testimony, including

1 through a declaration, report, or testimony at deposition or trial, during the preceding five
2 years.

3 (b) A Party that makes a request and provides the information specified in
4 the preceding respective paragraphs may disclose the subject Protected Material to the
5 identified Designated House Counsel or Expert unless, within 14 days of delivering the
6 request, the Party receives a written objection from the Designating Party. Any such
7 objection must set forth in detail the grounds on which it is based.

8 (c) A Party that receives a timely written objection must meet and confer
9 with the Designating Party (through direct voice to voice dialogue) to try to resolve the
10 matter by agreement within seven days of the written objection. If no agreement is
11 reached, the Party seeking to make the disclosure to Designated House Counsel or the
12 Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil
13 Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such
14 motion must describe the circumstances with specificity, set forth in detail the reasons why
15 the disclosure to Designated House Counsel or the Expert is reasonably necessary,
16 assess the risk of harm that the disclosure would entail, and suggest any additional means
17 that could be used to reduce that risk. In addition, any such motion must be accompanied
18 by a competent declaration describing the parties' efforts to resolve the matter by
19 agreement (i.e., the extent and content of the meet and confer discussions) and setting
20 forth the reasons advanced by the Designating Party for its refusal to approve the
21 disclosure.

22 In any such proceeding, the Party opposing disclosure to Designated House
23 Counsel or the Expert shall bear the burden of proving that the risk of harm that the
24 disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's
25 need to disclose the Protected Material to its Designated House Counsel or Expert.

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
27 LITIGATION

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this action as
 2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party
 3 must:

4 (a) promptly notify in writing the Designating Party. Such notification shall
 5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order
 7 to issue in the other litigation that some or all of the material covered by the subpoena or
 8 order is subject to this Protective Order. Such notification shall include a copy of this
 9 Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be
 11 pursued by the Designating Party whose Protected Material may be affected.¹

12 If the Designating Party timely seeks a protective order, the Party served with
 13 the subpoena or court order shall not produce any information designated in this action as
 14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a
 15 determination by the court from which the subpoena or court order issued, unless the
 16 Party has obtained the Designating Party's permission. The Designating Party shall bear
 17 the burden and expense of seeking protection in that court of its confidential material – and
 18 nothing in these provisions should be construed as authorizing or encouraging a Receiving
 19 Party in this action to disobey a lawful directive from another court.

20 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
 21 LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
 23 Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 24 ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with
 25 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
 26 provisions should be construed as prohibiting a Non-Party from seeking additional
 27
 28

1 protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is subject to
4 an agreement with the Non-Party not to produce the Non-Party's confidential information,
5 then the Party shall:

6 1. promptly notify in writing the Requesting Party and the Non-Party
7 that some or all of the information requested is subject to a confidentiality agreement with a
8 Non-Party;

9 2. promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
11 description of the information requested; and

12 3. make the information requested available for inspection by the
13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court
15 within 14 days of receiving the notice and accompanying information, the Receiving Party
16 may produce the Non-Party's confidential information responsive to the discovery request.
17 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
18 information in its possession or control that is subject to the confidentiality agreement with
19 the Non-Party before a determination by the court.² Absent a court order to the contrary,
20 the Non-Party shall bear the burden and expense of seeking protection in this court of its
21 Protected Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this

26 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of
27 this Protective Order and to afford the Designating Party in this case an opportunity to try to
protect its confidentiality interests in the court from which the subpoena or order is issued.

28 ² The purpose of this provision is to alert the interested parties to the existence of
confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its
confidentiality interests in this court.

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
2 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
3 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
4 unauthorized disclosures were made of all the terms of this Order, and (d) request such
5 person or persons to execute the "Acknowledgement and Agreement to Be Bound" that is
6 attached hereto as Exhibit A.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
8 MATERIALS

9 When a Producing Party gives notice to Receiving Parties that certain inadvertently
10 produced material is subject to a claim of privilege or other protection, the obligations of the
11 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
12 provision is not intended to modify whatever procedure may be established in an e-
13 discovery order that provides for production without prior privilege review. Pursuant to
14 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
15 effect of disclosure of a communication or information covered by the attorney-client
16 privilege or work product protection, the parties may incorporate their agreement in the
17 stipulated protective order submitted to the court.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to disclosing or
23 producing any information or item on any ground not addressed in this Stipulated Protective
24 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any
25 of the material covered by this Protective Order.

26 12.3 Filing Protected Material. Without written permission from the
27 Designating Party or a court order secured after appropriate notice to all interested persons,
28 a Party may not file in the public record in this action any Protected Material. A Party that

1 seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5.
2 Protected Material may only be filed under seal pursuant to a court order authorizing the
3 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
4 sealing order will issue only upon a request establishing that the Protected Material at issue
5 is privileged, protectable as a trade secret, or otherwise entitled to protection under the law.
6 If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
7 Rule 79-5(d) is denied by the court, then the Receiving Party may file the Protected Material
8 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the
9 court.

10 13. FINAL DISPOSITION

11 Within 60 days after the final disposition of this action, as defined in paragraph 4,
12 each Receiving Party must return all Protected Material to the Producing Party or destroy
13 such material. As used in this subdivision, "all Protected Material" includes all copies,
14 abstracts, compilations, summaries, and any other format reproducing or capturing any of
15 the Protected Material. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if not the
17 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
18 (by category, where appropriate) all the Protected Material that was returned or destroyed
19 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
20 compilations, summaries or other format reproducing or capturing any of the Protected
21 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of
22 all pleadings, motion papers, trial, deposition and hearing transcripts, legal memoranda,
23 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
24 consultation and expert work product, even if such materials contain Protected Material.

25 //

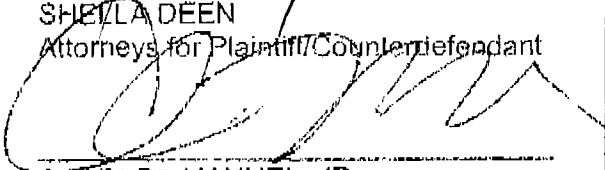
1 Any such archival copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 4 (DURATION).

3
4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

5
6 DATED: 10-20-10


SHEILA DEEN
Attorneys for Plaintiff/Counterdefendant

7
8
9 DATED: 10-18-10


CHARLES MANUEL, JR.
Attorneys for Defendant/Counterclaimant

10
11
12 DATED: 10-20-10


RICHARD B. VAUGHT
Attorneys for Defendant/Counterclaimant

13
14
15 **AS MODIFIED BY THE COURT,**
16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 DATED: October 25, 2010

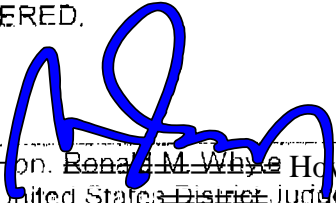

Hon. Ronald M. Whyte Howard R. Lloyd
United States District Judge
Magistrate

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Northern District of California on _
 _____ [date] in the case of *SILICON LABS INTEGRATION, INC., a California*
corporation (formerly known as Integration Associates Incorporated) v. SHMUEL
MELMAN, an individual, and related Counterclaim, Case No. C-08-04030-RMW. I agree
 to comply with and to be bound by all the terms of this Stipulated Protective Order and I
 understand and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Northern District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action.

I hereby appoint _____ [print or type full name] of _____
 _____ [print or type full address and telephone number] as my
 California agent for service of process in connection with this action or any proceedings
 related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____
 [printed name]

Signature: _____
 [signature]